

2012-009340

Klamath County, Oregon



00123198201200093400050056

08/24/2012 08:32:47 AM

Fee: \$57.00

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

FIRST AMERICAN MORTGAGE SERVICES

1100 SUPERIOR AVE STE 200

CLEVELAND, OHIO 44114

THIS SPACE RESERVED FOR USE BY
THE COUNTY RECORDING OFFICE

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

LIMITED POWER OF ATTORNEY

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

PRINCIPLE BANK

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

PNC BANK

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) – Amount in dollars or other

\$ _____ ☐ Other**5) SEND TAX STATEMENTS TO:**

N/A

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL
(If applicable) ☐ PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)

\$ N/A

8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED TO CORRECT _____"

PREVIOUSLY RECORDED IN
BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____."

FORM OF POWER OF ATTORNEY

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PREMISES:

That Principal Bank, as owner (the "Purchaser"), under the Flow Servicing Agreement dated as of May 1, 2007 (the "Agreement"), between Principal Bank (the "Purchaser") and PNC Bank, N.A. as servicer (the "Servicer"), hath made, constituted and appointed, and does by these presents make, constitute and appoint the Servicer, its true and lawful Attorney-in-Fact, with full power and authority to sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the Mortgages securing a Mortgage Loan and the related Mortgage Notes for which the undersigned is acting as Servicer for the Purchaser (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of such Mortgage Note secured by any such Mortgage) under the Agreement.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage, where said modification or re-recording is for the purpose of correcting the Mortgage to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the Lien of the Mortgage as insured.
2. The subordination of the Lien of a Mortgage to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain; this Section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. With respect to a Mortgage, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. The substitution of trustee(s) serving under a Mortgage, in accordance with state law and the Mortgage;
 - b. Statements of breach or non-performance;
 - c. Notices of default;
 - d. Cancellations/rescissions of notices of default and/or notices of sale;
 - e. The taking of a deed in lieu of foreclosure; and

- f. Such other documents and actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions.
- 4. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
- 5. The completion of loan assumption agreements.
- 6. The full satisfaction/release of a Mortgage or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- 7. The assignment of any Mortgage and the related Mortgage Note, in connection with the repurchase of the Mortgage Loan secured and evidenced thereby.
- 8. The full assignment of a Mortgage upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the endorsement of the related Mortgage Note.
- 9. The modification or re-recording of a Mortgage, pursuant to the terms of the Agreement.
- 10. The subordination of the Lien of a Mortgage, where said subordination is in connection with any modification pursuant to the terms of the Agreement, and the execution of partial satisfactions/releases in connection with such same.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Agreement.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

PRINCIPAL BANK

By: Christopher G. Bates
Name: Christopher G. Bates
Title: Chief Lending Officer

STATE OF Iowa

COUNTY OF Polk

Subscribed and acknowledged before me, a Notary Public in and for said county and state this 24th day of August, 2011 by Christopher G. Bates, on behalf of Principal Bank, who is personally known to me and furthermore acknowledged that his signature was his free and voluntary act for the purposes set forth in this instrument.

Sherry Rouse
Notary Public



ALTA Commitment
ALTA Extended Loan Policy - 2006

ORDER NO: 7253644n
FILE NO: 7253644n
CUSTOMER REF: 001122912813

Commonly known as: 1941 MANZANITA ST, KLAMATH FALLS, OR 97601

LEGAL DESCRIPTION

The land referred to in this policy is situated in the STATE OF **OREGON**, COUNTY OF **KLAMATH**, and described as follows:

LOT 19, IN BLOCK 35, OF HOT SPRINGS ADDITION, ACCORDING TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

APN: R217214

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OR

FIRST AMERICAN ELS
POWER OF ATTORNEY

